

*Newsletter of the*  
**Blaenau Ffestiniog & Trawsfynydd Railway  
Society**



David Herbert



David Herbert

# Introductions



Bruce Williams

It's a long time since we've sent you all a newsletter. Sorry! There has been rather a LOT going on.... So now, like busses, there are two in quick succession....

After a short pause to absorb the news in here, we will be issuing a second newsletter to call an AGM for you to appoint properly the committee and to set out the committee's proposals for the future. We do think there is a future, so the AGM will be your opportunity to consider the proposals and instruct the committee on how to take forward the project to reopen the line.

The purpose of this first newsletter is to bring you all up to date with what has happened since January 2017 and to try to provide you with as clear a picture as possible with the information we currently have to hand of what has occurred.

Please be aware the line is NOT currently operational and remains property of Network Rail, only authorized personnel are allowed onto the line with the permission of Network Rail.

**Blaenau Ffestiniog & Trawsfynydd Railway Society**

**Network Rail**

**Web:** [www.networkrail.co.uk](http://www.networkrail.co.uk)

Cover picture: David Ireland

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Mandy Grant



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Mandy Grant

# Background



**T**he first thing to make absolutely clear is that many, many people have put a lot of time and effort into achieving a clearance of the route at Blaenau and Maentwrog Road. Effort is always to be applauded. No one involved in preparing this newsletter wants to see anyone pilloried for the difficult events at the end of 2017 and start of 2018. We have got to where we are by people doing their best to help the project including the people volunteering on

site, all the way to the smallest contributor to the FB Group pages.

That includes Colin Dale. A few people, including current Acting Chair Dan Hornby, had done some good work beforehand, but Colin's enthusiasm and drive converted a good idea into a real Project which many have been inspired by. Colin has put a huge amount of effort into trying to get the Project to work and is as disappointed as everyone else with the current state of play.

A sigh may be in order, but recriminations are not.

But the Society committee does owe it to you, the membership to explain what has happened.

So. To start at the beginning.

## Project Structure

There are two groups involved. The original intention was that this Society would be the driving force behind the project.

In fact, it was the Company (The Trawsfynydd Railway Company Ltd) that was created first, in September 2016. By then Colin Dale was the driving force of the Project, both Society and Company, and the Company was created with him as sole shareholder and sole director. Colin then left others to take the Society forward.

Prior to the formation of the Society, the Company (The Trawsfynydd Railway Company Ltd) was created in September 2016. The draft Society constitution therefore contained the following objectives:

- (1) To support the objects of the society by restoring the Trawsfynydd to Blaenau Ffestiniog railway line with a heritage and community theme.
- (2) To support the Trawsfynydd Railway Company Ltd who aim to provide a service on the above railway.
- (3) To acquire, restore and maintain rolling stock for use on the above railway.
- (4) To encourage the education of the local community in teaching and encouraging in the learning of skills in all areas of the railway's operations.
- (5) Anything else in furthering its aims.

The Society respectfully requests that anyone wanting to support the restoration of the line follows the rules of the railway and only goes where permitted.

# First Steps

In September 2016, the Company had gained permission to access the cutting at Cwm Bowydd Road through to the live railway boundary. After successfully negotiating with Network Rail, a License Agreement was signed and exchanged on 12th January 2017 for the Company to have access to the line here at the Blaenau end and also to access Maentwrog Road goods yard.

However. The 12th January License was perhaps not all it was later cracked up to be. Even the “privileges” granted by NR to the Company sound surprisingly limited. They were:

“the right for the Licensee (the Company) to enter onto the property using the access routes (defined) in order to clear litter, create and thereafter tend and maintain a garden and to carry out such other decorative works as are approved by the Licensor (Network Rail) in its absolute discretion from time to time. Storage of equipment within the old “station” building at Maentwrog Road Station.”

The schedule of Regulations further emphasised this approach, specifically banning fires; mechanical equipment of any sort; trimming, felling or removal of trees; alterations to buildings; changes to drainage including its repair; etc.



Bruce Williams



It also required adherence to Network Rail systems of Health and Safety and site procedures and other statutory regulations, specifically mentioning Planning implications and inferring the need for environmental approvals.

A system WAS specified for the Company to obtain specific per occasion permissions for actions not in accordance with these requirements, but the sense of a tidying up operation, rather than a refurbishment of the line to run trains, is clear.

The License is attached as Appendix 1.

## Work Begins

With an access permission in the bag, work with volunteers under the direction of the Company management began at the Blaenau end in September 2016. The line here was heavily litter strewn with few trees impinging on the trackbed. Work proceeded swiftly and broadly in the spirit and intent of the license.

HUGE credit to the teams led by Bruce Williams on those early working parties at the Blaenau Ffestiniog location.



# Work Stage 2



Robin Coombes

The Stage 1 work allowed the Company to talk to NR about a license to cover the rest of the route. That was agreed to be going to be granted in stages and led to the signing of the 12th January agreement which allowed access at the already dealt with Blaenau stage and also covered the first of the subsequent stages at Maentwrog Road.

With work moving to the Maentwrog Road location conditions were much more challenging. Whole sections of the line were heavily overgrown with trees.

It is evident that the Company was now pushing to clear the line as if about to run trains.

Perhaps that was encouraged by the fact that negotiations had been taking place with NR people operating the License agreement to move towards a full lease of the line by the Company. That had reached the stage by mid-May where big bills were about to be incurred for the involvement of other key departments within NR and of NR and Company solicitors.

The Society had provided a Permanent Way trolley, thanks to the generosity of member Daniel Newton and his father, and the failed Crowdfund appeal for the 08 Shunter (November 2016) was repurposed, after some communication by the manager of that fund with the contributors. Treasurer at the time Paul Denison transferred the money to the Society and thence to the Company.

A second crowdfund in May 2017, managed by Dan Hornby, succeeded in raising funds, including Heritage Lottery Fund match funding, to provide a chipper and a tractor. Both are retained in Society ownership and free loaned for use by the Company on the line.

Disquiet grew locally as wholesale felling took place of trees within the National Park during the nesting season.

Things came to a head when the Company caused a 9 tonne excavator to be brought onto the line. Use of that had a rough and ready effect on a lot of trees and vegetation.

At that time, a passer-by reported to a local Council that a stone had been dislodged from a structure spanning a public right of way. This was immediately reported to Network Rail by the Council.

A third crowdfunding appeal to move stock from the closing Electric Railway Museum in Coventry for possible use on the line was initiated in August 2018 by individuals associated with the Project. This appeal was not endorsed or linked to the Society.

# The Repercussions

The report arriving into Network Rail of the dislodged stone took matters to the attention of Network Rail's whole organisation. NR mounted a multi department investigation. That investigation immediately registered that the works being undertaken were far in excess of what NR had assumed were authorised and that there appeared to be a gross lack of safety and environmental paperwork. Accordingly, NR immediately withdrew the License on 17th August 2017.

Members may register surprise at how early that took place. Officials of the Society became aware of it at the same time as members in late December 2017, when the information came into the public domain via Facebook.

The Company had continued to try to get the withdrawal of the license overturned.

That precipitated a devastating letter on 2nd January 2018 from a very senior level in NR to the Company. It is well worth reading carefully in order to understand the problem today. Only a small part of the letter relates to the actual dislodged stone. The primary message is straightforward gross lack of compliance with all of the terms of the license. The letter is attached as Appendix 2.

The letter makes absolutely clear that NR will not entertain working again with the Company or its Director.



Bruce Williams

## What Has Happened in the Society?

Over the course of the 12 months from January 2017, members of the committee of the Society, appointed by the membership at the last AGM, had noted with concern events on the ground. Several people not on the Society committee tried to force a takeover of the Company and having failed to do so, turned to the Society. Under pressure from this and other sources, and, having discovered that they were unable to influence the path being taken by the Company, three committee members resigned.

Of the five members of the committee elected, by February 2018 only two remained. Rob Bradley, Secretary, strove to keep track of what was happening. Committee member Dan Hornby had been promoted to the post of Acting Chairman by Society Chairman David Herbert, prior to David himself resigning.

In the face of wild accusations on Facebook, Rob and Dan set out to try to follow up issues raised and chart a way forward.

Rob succeeded in gaining control of the Society bank account and kept membership funds ticking over with a new Society PayPal account linked to the membership mojo (internet) account. There were some difficulties in lifting account restrictions, leading to some members being unable to renew or join the Society. This has now been resolved, but to protect the Society, the membership system is currently off line. We expect to be able to restore that facility when you receive the next, pre – AGM, newsletter

It took until December to obtain copies of the funding for the 08 and Chipper crowdfunds and be able to reconcile payments in and out of the Society funds. Both the crowdfunding appeal for the Chipper and 08 Shunter now have a clean bill of health.

Society accounts are now finalised and no society money has been misappropriated.

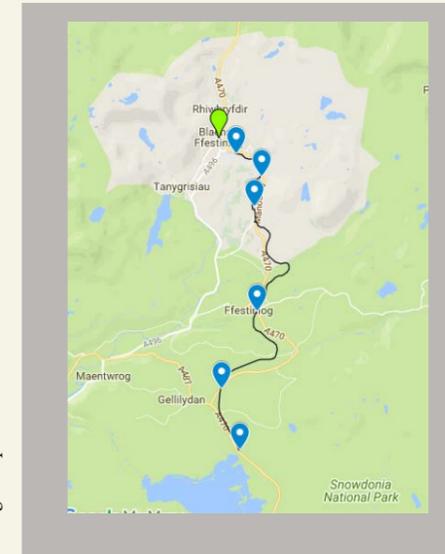
The location of the three society assets – trolley, chipper and tractor – are known and are believed to be available to the Society.

The third crowdfunded appeal was also investigated. That fund is not a Society initiative, but members here would be entitled to want to know of its outcome. This was the so called 414 crowdfunding appeal. Results of this were not satisfactory and matters have been passed to the relevant authorities to pursue. We are sorry to have to report that that will take time and you may see results elsewhere before we can report them.

The Company appears not to have prepared accounts and has not submitted them to Companies House. At the time of writing there is an active process by Companies House to remove the Company from the list of authorised companies.

We are also recently aware that Colin Dale is seriously unwell and would like to wish him a full and speedy return to health.

# The Future



Much work has been done and much is currently underway. New people have been brought onto the committee in accordance with the draft constitution. This has been supported by the current officers to bring all sides together for the common goal. The expanded committee views itself as a steering committee only, to get the society as far as the AGM.

Preliminary conversations have been held with NR at senior level and we thank them for their support to date.

All those now elected to, and seconded to, the committee will stand down and seek your election at the forthcoming AGM.

That AGM will receive reports and plans from the expanded steering committee as to how to move forwards and to accept direction from the Membership as to how you wish to proceed.

Those elected will then work, as directed by the Membership, to agree with NR and others a workable method of operating the line. It will be necessary to not only understand the level of charges that NR would levy for each of the possible arrangements, but also all costs that would be incurred in actually delivering those services. Then we can make proper judgements as to how to proceed in a financially viable way.

Robust management systems for Safety & Environmental management also need to be created and confirmed as fully in place and available for external inspection prior to moving forward.

Following this, the committee will return to the Membership a second time for the Membership's approval of new contractual arrangements to be agreed with NR and others.

More detail on all of that in the next newsletter that calls the AGM.

Rob Bradley – Secretary  
Dan Hornby – Acting Chairman



12<sup>th</sup> January 2017

## Licence relating to Blaenau Ffestiniog

**DATE: 12<sup>th</sup> January 2017**

**PARTIES**

- (1) Network Rail Infrastructure Limited (Company number 2904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (**Licensor**).
- (2) *Trawsfynydd Railway Company, at The Signal Box, Maentwrog Road Station, Gellilydan, Gwynedd, LL41 4RB.* (together the **Licensee**).

**1 Definitions and interpretations**

1.1 In this licence the following definitions apply:

<b>Access Routes</b>	the access routes to the Property designated by the Licensor from time to time for use in connection with the exercise of the Privileges
<b>Group</b>	<i>Trawsfynydd Railway Company</i>
<b>Group Members</b>	means the bona fide members of the Group from time to time
<b>Licence Start Date</b>	<i>12/09/16</i>
<b>Licence End Date</b>	<i>11/09/17</i>
<b>Licensor's Representative</b>	<i>Ian Messner, of Network Rail, 5<sup>th</sup> Floor, 5 Callaghan Square, Cardiff, CF10 5BT</i> or such other persons notified to the Licensee by the Licensor from time to time
<b>Plan</b>	Site 1 – Blaenau Ffestiniog cutting (town centre location) as shown edged red at Appendix 1 Site 2 - Maentwrog Road Station as shown edged red at Appendix 2
<b>Privileges</b>	the right for the Licensee to enter onto the Property using the Access Routes in order to clear litter, create and thereafter tend and maintain a garden and to carry out such other decorative works as are approved by the Licensor, in its absolute discretion, from time to time Storage of equipment within old 'station' building at Maentwrog Road Station.
<b>Property</b>	Two parcels of land at Blaenau Ffestiniog as shown outlined red on the Plan.
<b>Regulations</b>	the regulations set out in Schedule 1
<b>Service Media</b>	means pipes, drains, sewers, cables, ducts, wires and other media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media
<b>Station/Location</b>	<i>Blaenau Ffestiniog to Trawsfynydd line</i>

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Licence.
- 1.3 The Schedule forms part of this Licence and shall have effect as if set out in full in the body of this Licence. Any reference to this Licence includes the Schedule.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this Licence and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.7 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this Licence are joint and several.

## **2 Licence**

- 2.1 In consideration of the obligations on the Licensee in this Licence the Licensor permits the Licensee to enjoy the Privileges from and including the Licence Start Date until the earlier of:
- 2.1.1 the Licence End Date; and
  - 2.1.2 the date upon which this Licence is terminated pursuant to clause 5.

## **3 Nature of Privileges**

- 3.1 The Privileges are granted in common with the use of the Property by the Licensor for any purpose including access and all others authorised by the Licensor or otherwise enjoying rights.
- 3.2 It is the Licensee's responsibility to obtain all necessary consents from the Licensor's tenants and others who may be affected by the exercise of the Privileges.
- 3.3 The benefit of this Licence is personal to the Licensee, is not assignable and the Privileges may only be exercised by the Licensee and those Group Members whose details have been provided to the Licensor.

- 3.3 The Licensor does not warrant that the Privileges are physically or legally capable of being exercised.

## **4 Licensee's Responsibilities**

- 4.1 The Licensee is:
- 4.1.1 to release the Licensor from any claim or other liability on the part of the Licensor (except where in the case of liability for death or personal injury this would be unlawful);
  - 4.1.2 at the end of this Licence if required by the Licensor to do so to remove from the Property any works carried out in the exercise of the Privileges and restore the Property to a good state and condition to the satisfaction of the Licensor (failing which the Licensor may do this and charge the Licensee);
  - 4.1.3 to comply with the Regulations and to ensure that they are observed by every person having access to the Property under the terms of this Licence;
  - 4.1.4 to comply with all laws relating to the exercise of the Privileges;
  - 4.1.5 to immediately make good to the satisfaction of the Licensor any damage caused to the Licensor's property arising either directly or indirectly from the exercise of the Privileges;
  - 4.1.6 not to carry out any works at or come upon the Property other than
    - (a) at such times as may be approved by the Licensor and (if so required) under its supervision; and
    - (b) to the satisfaction of and in accordance with the methods of working approved by the Licensor.
- 4.2 the Licensee shall indemnify the Licensor against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with and breach or negligent performance or non-performance of this Licence.

## **5 End of Licence**

- 5.1 This Licence may be ended before the Licence End Date :
- 5.1.1 by the Licensor or the Licensee giving to the other written notice of not less than 7 days expiring at any time; or
  - 5.1.2 by the Licensor without notice in the event of an emergency; or
  - 5.1.3 by the Licensor giving to the Licensee written notice expiring at any time following failure by the Licensee to comply with any of the terms of this Licence.
- 5.2 No compensation will be payable to the Licensee on the termination of this Licence.

## **6 Notices**

Any written notice which is under the terms of this Licence to be given to the Licensor is to be treated as effectively served if and only if sent through the post by recorded delivery service addressed to the Licensor's Representative or as the Licensor may direct. Any written notice which is to be given to the Licensee is to be treated as effectively served if sent through the post by recorded delivery service addressed to the Licensee at the following address: *The Signal Box, Maentwrog Road Station, Gellilydan, Gwynedd, LL41 4RB*

**7 No Exclusive Possession or Easement**

For the avoidance of doubt, the parties to this Licence acknowledge that at no time during the period of this Licence will the Licensee enjoy the right to exclusive possession of the Property and this Licence confers no easement whatsoever.

**8 Third Party Rights**

A person who is not a party to this Licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

**9 Governing Law**

This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**10 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

Signed by )  
Duly authorised by Network Rail Infrastructure )  
Limited )

Signed by (PRINT) )  
(Trawsfynydd Railway Company) )

SIGNED.....

26.1.17

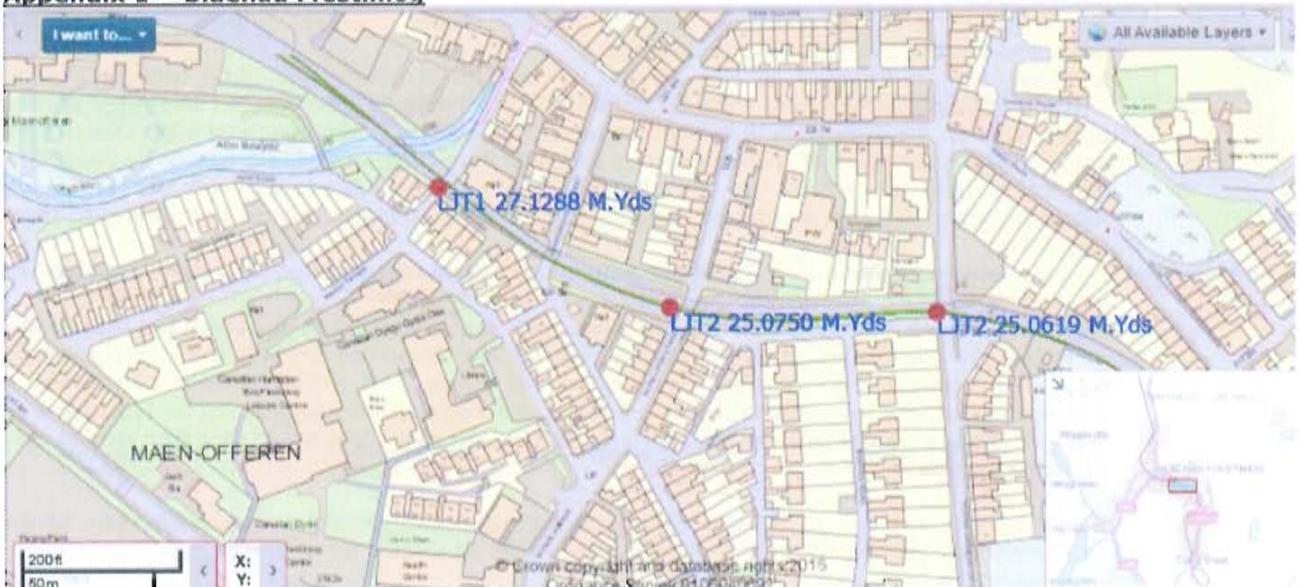
## SCHEDULE 1

### Regulations

- 1 The Licensee may not carry out any activity on the Property other than the Privileges.
- 2 Persons exercising the Privileges must at all times observe Network Rail's emergency, security and health and safety policies and procedures from time to time in effect insofar as they relate to the exercise of the Privileges.
- 3 The Licensee shall not go on to any of the Licensor's land except as expressly permitted by this Licence and as indicated on the Plan.
- 4 The Licensee shall not hinder the use of the Property or the Station by the Licensor or others authorised by it.
- 5 Only hand tools and no power tools may be used except with the prior written permission of the Licensor's Representative.
- 6 No digging or excavation may be carried out on the Property except with the prior permission of the Licensor's Representative.
- 7 The Licensee must not do anything which may damage, disturb or adversely affect the operational railway services at the Station. This will include, but is not limited to, not digging or planting within 1 metre of any Service Media, not placing items on the Service Media and not allowing deleterious substances such as paint or chemicals to come into contact with the Service Media.
- 8 No structures may be placed or erected on the Property except with the prior written permission of the Licensor's Representative
- 9 Nothing may be attached to any existing building or structure (including fences) and no existing building or structure may be painted or otherwise altered without the prior written permission of the Licensor's Representative. A full method statement and risk assessment along with the schedule of works would be required if an existing building was to be altered.
- 10 No items may be stored on the Property without the permission of the Licensor's Representative. A full inventory of items stored would be required before permission to store is granted.
- 11 No motorised vehicles may be brought onto the Property and vehicles may not be parked on any access road except with the prior written permission of the Licensor's Representative.  
**NOTE: Network Rail approve the parking of a maximum of three vehicles inside the gateline on Cwmbowydd Road (as shown by the blue dot on the map in Appendix 1a), with trailers that remain attached at all times, and these trailers can house a 3.5 tonne vehicle for vegetation removal and a vegetation chipper up to 1.5 tonne in weight. These vehicles shall not be driven beyond their 'parking' location under any circumstances.**
- 12 No animals may be brought onto the Property.
- 13 Persons under the age of 16 may only access the Property with the prior permission of the Licensor's Representative and must be supervised at all times.
- 14 No fires are to be lit on the Property.
- 15 No acetylene or liquid petroleum gas or any other substance of an explosive, combustible or dangerous nature is to be brought onto the Property. This includes empty cylinders previously containing any such substances.
- 16 Plants prohibited by the Licensor as specified in the list available from the Licensor's Representative must not be planted on the Property.
- 17 Planting must not take place in locations where the penetration of roots would cause a nuisance or where trees or plants might be used as a means of trespass onto the railway.
- 18 No vegetation may be permitted to come within 6 metres of overhead line equipment.
- 19 The Licensee may not use pesticides or herbicides except with the prior written permission of the Licensor's Representative.
- 20 Nothing which requires statutory consent (including but not limited to planning permission) is to be done on the Property without the prior written consent of the Licensor's Representative.
- 21 The Licensor's Representative may expel or exclude from the Property any person who in their opinion is behaving or has behaved in an inappropriate manner, particularly but not exclusively where such behaviour may affect the safety of railway premises or persons using railway premises.
- 22 No light may be used on the Property in a way which might interfere with visibility of signalling or the vision of train crew.
- 23 Nothing must be done on the Property which would or might have an adverse effect on the natural drainage of the Property or any adjoining or adjacent land.
- 24 The Licensee must promptly notify the Licensor's Representative of any changes in the membership of the Group.
- 25 Noise or light must not be produced in a manner which may cause a nuisance to our neighbours.

- 26 Nothing must be done on the Property which would or might undermine or cause instability to the Property or any adjoining or adjacent land.
- 27 Persons exercising the Privileges must be bona fide members of the Group.
- 28 The Licensee shall keep any trees planted now or in the future on the Property by the Licensee properly maintained and appropriately trimmed to the satisfaction of Network Rail and make sure that the same trees do not create a nuisance to Network Rail or its neighbours failing which Network Rail may at the cost of the Licensee take such action as it deems appropriate which may include the removal of such trees.
- 29 The Licensee shall only trim, fell or remove any trees located on the Property and which are not planted by the Licensee with the prior written permission of the Network Rail Representative.
- 30 Persons who do not receive a Network Rail safety briefing must be briefed by a group Coordinator and supervised at all times while working on the scheme.
- 31 Access to the Property in order to exercise the Privileges must be by the Authorised Access Routes
- 32 The Licensee shall keep the all buildings that are located within the licence area sufficiently secured at all times

**Appendix 1 – Blaenau Ffestiniog**



Site Limits LJT1 27m 1288yds to LJT2 25m 0619yds  
 Total site length – 309yds (282m)

Licence boundary shown in red below



Access point – from level crossing gates on Cwmbowydd Road.



### Appendix 1a



### Appendix 2 - Maentwrog Road Station (area surrounding ELR - LJT2, 20m 0000 yds)





**Appendix 3 – building located on site, now part of licence (shown in red)**



**Photo of building**



Letter sent via email

Jeff Davies  
Director, Route Safety & Asset  
Management - Network Rail  
St. Patrick's House, Curran Road  
Cardiff  
CF10 5ZA

2 January 2018

Dear Colin,

**Ref: Safety incident at Trawsfynydd**

I write to you as a follow up to the letter dated 27 November 2017.

Following communications received from you since 27 November 2017, I am writing to provide you with some details on the findings of the investigation that was carried out following the interview with yourself. The report was broadly split into these main areas and the findings are detailed within each section:

**Summary**

A community licence dated 12 January 2017 ("the Licence") was held by the Trawsfynydd Railway Company Ltd ("TRC") to undertake minor vegetation work and litter clearance on the LJT2 (Blaenau Ffestiniog to Trawsfynydd), the section of disused track south of Blaenau where the LJT1 finishes. In August 2017, a member of public walking through a small underpass made a report to the local council of a piece of masonry that had collapsed from the structure on to the path below ("the Incident"). This was subsequently forwarded to Network Rail by the council and Works Delivery's contractors were mobilised to establish a cause and make safe. The masonry section weighed approximately 6-700kgs and had been broken prior to its collapse in to the underpass, the contractors site report also highlighted de-vegetation in the area as a possible cause. It was quickly established that the only activities in the area would have been by TRC.

The Licence contained the following obligations which were binding upon TRC:

*4.1.3 to comply with the Regulations and to ensure that they are observed by every person having access to the Property under the terms of this Licence*

*The Regulations are set out in Schedule 1 of the Licence and include the following:*

*26. Nothing must be done on the Property which would or might undermine or cause instability to the Property or any adjoining or adjacent land.*

*29 The Licensee shall only trim, fell or remove any trees located on the Property and which are not planted by the Licensee with the prior written permission of the Network Rail Representative.*

The Incident resulted from breach of the terms of the Licence set out above and accordingly you were served with notice dated 17 August 2017 terminating the Licence pursuant to clause 5.1.3 of the Licence.

### Cause

The immediate cause of the Incident was the use of heavy plant (9 tonne excavator and 6 tonne dumper, both non rail mounted) being too heavy to traverse the structure causing the masonry section to collapse.

### Health, Safety and Environmental Issues

- TRC's work activities were in breach of the terms of the Licence
- TRC's work activities were not risk assessed for either their own health and safety or the public health and safety who may be passing or living nearby.
- The heavy plant was not permitted under the terms of the Licence, nor was it risk assessed or rail mounted.
- No ecology survey or assessment was undertaken prior to c.9,600sqm of vegetation removal being undertaken.
- Works were being undertaken at the height of bird nesting season and the line is within Snowdonia National Park, next to a fresh water lake, a home to Otters and Ospreys.
- The excavator jib was used in a sweeping action for the de-vegetation, exposing hydraulic pipes to rupture, potentially causing oil to leak into the water course below and into the lake.
- Network Rail do not hold third party liability insurance, therefore Network Rail are liable for damage and injury caused by TRC. However, you will note the provision at clause 4.2 of the Licence and Network Rail's position in respect of a claim against TRC under that clause remains fully reserved.

### Factors considered

- A structural examination report five months prior (March 2017) indicated no structural defects to the underpass or the masonry section that had collapsed.
- There have been four complaints made about Trawsfynydd Railway Company (TRC), including Snowdonia National Park planning authority, about the works TRC were undertaking. A local resident questioning the methods TRC were using for vegetation removal. A complaint from a local resident via the police about the lack of environmental consideration and a complaint by a local farmer via the council for damaged fencing.
- Videos posted on the groups youtube site show how the work was undertaken and raised significant concerns that TRC's activities put themselves and the public at risk.

### Actions and conclusions

- The Community Rail Licence was terminated on 17 August 2017. Given TRC's breaches of the Licence and health and safety and environmental legislation, Network Rail will not be granting a further licence to TRC.
- **We therefore mandate all work on Network Rail property to cease immediately, along with all access by volunteers and groups to Network Rail land also cease with immediate effect.**
- Details of the environmental impact and TRC's actions have been forwarded to Natural Resources Wales. They are currently investigating.

- All TRC equipment and assets are to be removed from Network Rail land within 28 days of the date of this letter, under supervision from Network Rail.

I trust the details above outline the reasons for our decision and conclude this matter.

Yours sincerely,

Jeff Davies  
Director, Route Safety & Asset Management (Wales Route)

Cc: David Herbert, Chairman, Blaenau Ffestiniog & Trawsfynydd Railway Society